



**Signature Report**

**May 14, 2002**

**Ordinance 14359**

**Proposed No. 2002-0122.2**

**Sponsors Edmonds**

1 AN ORDINANCE approving a franchise for the Northshore  
2 Utility District to construct, operate and maintain a water  
3 and sewer system in council districts 1 and 11 and  
4 authorizing the executive to execute the franchise agreement.

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**STATEMENT OF FACTS:**

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1. The Northshore Utility District has filed an application for a franchise  
9 in council districts 1 and 11 to construct, operate and maintain a water  
10 and sewer system to serve single family residences, industrial and  
11 commercial properties in accordance with RCW 36.55.010 and K.C.C.  
12 chapter 6.27.

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2. Northshore Utility District 2000 Water System and 2000 Wastewater  
14 comprehensive plans were approved by King County council on  
15 September 12, 2001 under Ordinance No. 14192.

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3. The application has been referred to the relevant county departments  
17 for review.

18 4. The King County executive has recommended approval of the  
19 franchise.

20 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

21 SECTION 1. The granting of a franchise to the Northshore Utility District to  
22 construct, operate and maintain a water and sewer system within King County is hereby  
23 approved. The King County executive is authorized to enter into and execute the water  
24 and sewer system franchise, which by this reference is fully incorporated herein. Said  
25 franchise shall include all of the general and special conditions required by the county.

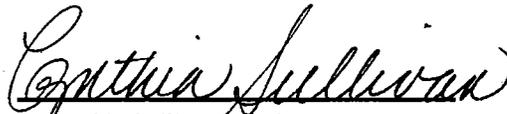
26 SECTION 2. If within thirty days after the granting of this franchise, the  
27 applicant shall have failed to sign the written acceptance incorporated herein, then the

28 rights and privileges granted herein shall be forfeited and said franchise shall be null and  
29 void.  
30

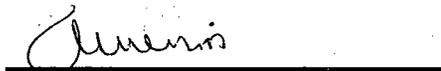
Ordinance 14359 was introduced on 3/25/2002 and passed by the Metropolitan King  
County Council on 5/13/2002, by the following vote:

Yes: 11 - Ms. Sullivan, Ms. Edmonds, Ms. Lambert, Mr. Phillips, Mr. Pelz,  
Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Irons and Ms.  
Patterson  
No: 0  
Excused: 2 - Mr. von Reichbauer and Mr. McKenna

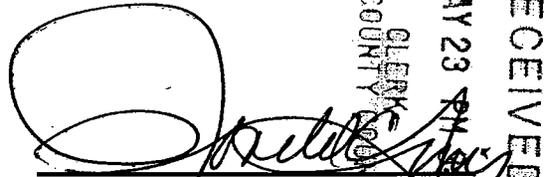
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 23 day of May, 2002.

  
Ron Sims, County Executive

RECEIVED  
2002 MAY 23 PM 4:44  
KING COUNTY CLERK OF COUNCIL

**Attachments** A. Franchise Agreement dated April 9, 2002, B. Letter of Application, C. Map of Franchise Area

Amended April 9, 2002

## FRANCHISE NO. 14359

In the matter of the application for a franchise to operate, maintain, repair, and construct water and sewer mains, service lines, and appurtenances in, over, along, and under County roads and rights-of-way in King County, Washington.

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The application of the Northshore Utility District for a franchise to operate, maintain, repair and construct water and sewer mains, service lines, and appurtenances in, over, along, and under County roads and rights-of-way located within the area described in attached Exhibit "A" has been heard on this 13th day of May, 2002. All of the property described in Exhibit "A" lies outside the limits of any incorporated Town or City.

Legal notice of the franchise application and of the hearing has been given as is required by law.

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The King County Council, having considered the interests proposed and advanced, and finding that the granting of this franchise is in the public interest, ORDERS that a franchise be granted to the Northshore Utility District, the Grantee, subject to the conditions set forth in Exhibit "B" attached hereto, this franchise and Ordinance No. 14359. This franchise grants the right, privilege, authority and franchise to operate, maintain, repair and construct mains and service lines and appurtenances as a part of its distribution system in, over, along, and under County roads and rights-of-way located within the area described in Exhibit "A".

This franchise is granted subject to all of the terms and conditions contained herein, within Ordinance No. 14359 and Exhibit "B", and shall expire in twenty-five years on 6/2, 2027

Dated this 23 day of May, 2002.

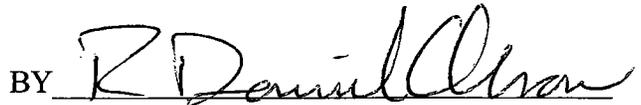
KING COUNTY, WASHINGTON

BY 

TITLE King County Executive

The undersigned accepts all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained herein, within Ordinance 14359 and Exhibit "B".

NORTHSHORE UTILITY DISTRICT  
GRANTEE

BY 

TITLE General Manager

Dated this 11<sup>th</sup> day of June, 2002

Exhibit "A"

The location and nature of the sewer and water franchise within King County being more particularly described as follows:

AREA 1

BEGINNING at the intersection of the shoreline of Lake Washington and the north line of King County Short Plat Number 985037 (alteration), recorded under Recording Number 911180963, records of King County, Washington, located in SE ¼ of Section 23, Township 26, Range 4, East, W.M.

Thence easterly along the north line of said King County Short Plat and the north line of Lot 2, King County Short Plat 273029, recorded Under Recording Number 7601230425, records of King County, Washington, to the west margin of 62<sup>nd</sup> Avenue NE.

Thence southerly along said margin to the north line of the SE ¼ of said Section 23.

Thence easterly along said north line to the east margin of 62<sup>nd</sup> Avenue NE.

Then southerly along the east margin of 62<sup>nd</sup> avenue NE to its intersection with the north line of King County Short Plat Number 376075, recorded under Recording Number 7607290790, records of King County, Washington.

Thence easterly along the north line of said King County Short Plat and the north line of King County Short Plat 682031, recorded under Recording Number 8404240701, and King County Short Plat S89S0226, recorded under Recording Number 8908311935, all in records of King County, Washington, to the west margin of Holmes Point Drive NE.

Thence northerly and easterly along said margin to the west margin of Juanita Drive NE.

Thence northerly along the West margin of said Juanita Drive NE to its intersection with the westerly extension of the north margin of NE 143<sup>rd</sup> Street.

Thence easterly along said extended line and the north margin of NE 143<sup>rd</sup> Street and the north margin of NE 145<sup>th</sup> Street to its intersection with the west margin of 92<sup>nd</sup> Avenue NE.

Thence northerly along said west margin of 92<sup>nd</sup> Avenue NE to the intersection with the

northeasterly margin of Simonds Road NE, said margin also being the existing City Limits of Bothell, as established by City Ordinance 227.

Thence southeasterly along said northeasterly margin to the west line of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 19, Township 26 North, Range 5 East, W. M.

Thence northerly along said west line to the north line of said Section 19.

Thence easterly along said north line to the east margin of 100<sup>th</sup> Avenue NE.

Thence northerly along said east margin line to the south line of the portion of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 17, Township 26 North, Range 5 East, W.M. described as follows: Beginning at the northwest corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said section, thence south  $89^{\circ}04'12''$  east 30.01 feet to the true point of beginning, thence north  $02^{\circ}12'05''$  east 330.08 feet, thence south  $89^{\circ}04'12''$  east 896.22 feet, thence south  $02^{\circ}12'05''$  west 356.59 feet, thence north  $87^{\circ}36'55''$  west 263.62 feet, thence continuing north  $87^{\circ}36'55''$  west 354.45 feet, thence north  $89^{\circ}04'12''$  west 278 feet thence north  $02^{\circ}12'05''$  east 110 feet to the true point of beginning.

Thence easterly along said south line and the easterly extension thereof to the east line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 17.

Thence northerly along said east line and the east line of Plat of Bridlewood South as recorded in King County documents to the south line of Plat of Bridlewood as recorded in King County documents.

Thence northeasterly along the southwest line to the west line of Plat of Norway View as recorded in King County documents.

Thence northerly and northeasterly along said west line to the south line of Lot Tract C of said Plat of Norway View.

Thence northeasterly along said south line to the west margin of 105<sup>th</sup> Avenue NE.

Thence northerly along said west margin to the south line of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 17.

Thence easterly along said south line to the east line thereof.

Thence northerly along said east line to the north line thereof.

Thence westerly along said north line to the east line of the east 264 feet of the S  $\frac{1}{2}$  of the S  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 17.

Thence northerly along said east line to the north line of the north 100 feet of the east 264 feet of the S  $\frac{1}{2}$  of the S  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 17.

Thence easterly along said north line to the west margin of 104<sup>th</sup> Avenue NE.

Thence Northerly along said west margin to the west extension of the south line of Block 2 of Motor Crest Villa Tracts as recorded in King County documents.

Thence easterly along said west extension and south line to the west line of Block 1 of said Motor Crest Villa Tracts.

Thence northerly along said west line to the north line thereof.

Thence easterly along said north line to the west line of King County Short Plat 786028, recorded under Recording Number 8902230357.

Thence northerly along said west line to the south line of the SW  $\frac{1}{4}$  of Section 8, Township 26 North, Range 5 East, W.M.

Thence westerly along said south line to the west line of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 8.

Thence northerly along said west line to the north margin of NE 168<sup>th</sup> Street.

Thence easterly along said north margin to the north extension of the street centerline of 104<sup>th</sup> Avenue NE.

Thence northerly along said extension to the west extension of the north line of Lot 4, Block 1, Plat of Norway Hill Addition as recorded in King County documents.

Thence easterly along said extension to the west line of said Lot 4.

Thence southerly along said west line to the said north margin of NE 168<sup>th</sup> Street.

Thence easterly and southeasterly along said margin to the north line of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 8.

Thence easterly along said north line to the west line of the SW  $\frac{1}{4}$  of said Section 8.

Thence northerly along said west line to the north line thereof.

Thence easterly along said north line to the east line of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 8.

Thence southerly along said east line of the south line of said Section 8.

Thence westerly along said south line to the west line of Lot 9 in Plat of Sandridge as recorded in King County documents.

Thence southerly along said west line and the south extension thereof to the northeast line of Lot 7 of said Plat.

Thence southeasterly along said northeast line to the east line of Lot 7 of said Plat.

Thence southerly along said east line to the southeast line of Lot 5 of said Plat.

Thence southwesterly along said southeast line to the south line of Lot 13 of said Plat.

Thence easterly along said south line to the west margin 112<sup>th</sup> Avenue NE.

Thence southerly along said west margin to the westerly extension of the south line of the following described parcel: Beginning at the northeast corner of Section 17, Township 26 North, Range 5 East, W.M., thence west along the north line thereof 373.48 feet to the west margin of Interstate 405, thence south along said west margin 495.01 feet to the true point of beginning, thence north 87°53'49" west 280 feet, thence south 43°24'41" east 149.9 feet, thence south 01°40'26" west 150 feet, thence south 46°11'57" west 165.64 feet, thence north 87°53'49" west 150 feet, thence north 01°40'26" east 374 feet thence north 87°53'49" west 465.21 feet to a point on a non-tangent curve, thence southerly along said curve to the left radius 256.48 feet to the center bearing south 75°41'47" east and arc distance of 52.72 feet on the curve angle 11°46'40", to a point of tangency, thence south 02°31'33" west 479.48 feet, thence south 87°53'49" east 560 feet, thence north 02°31'33" east 121.78 feet, thence south 87°53'49" east 54.22 feet, thence north 46°11'57" east 134.27 feet, thence south 87°53'49" east 208.34 feet, thence north 01°40'26" east 313.58 feet to the true point of beginning.

Thence easterly northerly, easterly, northeasterly, and east again along said south line and the east extension thereof to the east line of the NE 1/4 of Section 17, Township 26 North, Range 5 East, W.M.

Thence northerly along said east line to the north line thereof.

Thence easterly along said north line to the centerline of the NW ¼ of Section 16, Township 26, North, Range 5, East, W.M.

Thence southerly along said centerline to the northwest corner of Plat of Totem Estates as recorded in King County documents.

Thence easterly, southerly, and easterly along the north, east, and north boundary and the extension thereof to the easterly margin of 124<sup>th</sup> Avenue NE.

Then southerly along said east margin to the south line of Plat of Kingsgate Highlands, Division 5 as recorded in King County documents.

Thence easterly along said south line to the east line of the W  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of said Section 16.

Then northerly along said east line to the southwest corner of Plat of Kingsgate Vista as recorded in King County documents.

Thence easterly along south line of said Plat of Kingsgate Vista to the east line of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 16.

Thence southerly along said east line to the north line of the NE  $\frac{1}{4}$  of Section 21, Township 26 North, Range 5 East, W. M.

Thence easterly along said north line to the east line of the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 21.

Thence southerly along said east line to the north line of the W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 21.

Thence easterly along said north line to the east line thereof.

Thence southerly along said east line to the north line of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 21.

Thence easterly along said north line to the east line of the W  $\frac{1}{2}$  of the E  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 21.

Thence southerly along said east line to the north line of the east 605 feet of the north 330 feet of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 21.

Thence easterly along said north line to the east line of NE  $\frac{1}{4}$  of said Section 21.

Thence southerly along said east line to the north line of the SW  $\frac{1}{4}$  of Section 22, Township 26 North, Range 5 East W. M.

Thence easterly along said north line to the northeast corner of Plat of Upland Green, Division 3 as recorded in King County documents.

Thence southerly along the east line of Plats of Upland Green Division 3, 2 and 1 as recorded in King County documents and the southerly extension thereof to the north line of the NW  $\frac{1}{4}$  of Section 27, Township 26 North, Range 5 East W. M.

Thence continuing southerly on the east margin of 136<sup>th</sup> Avenue NE to the north line of the SE ¼ of the NW ¼ of said Section 27.

Thence easterly along said north line of the SE ¼ of the NW ¼ of said Section 27 to the west margin of the Burlington Northern, Inc. Railroad right-of-way.

Thence southerly and southwesterly along said west margin to the west line of the SE ¼ of the NW ¼ of said Section 27.

Thence southerly along said west line to the easterly extension of the south margin of NE 124<sup>th</sup> Street.

Thence westerly along said south margin to the west line of the W ½ of the W ½ of the NW ¼ of the SW ¼ of said Section 27.

Thence southerly along east line to the south line thereof.

Thence westerly along said south line to the east margin of 132<sup>nd</sup> Avenue NE.

Thence northerly along said east margin to the centerline of NE 126<sup>th</sup> Place.

Thence westerly along said centerline to the northwest margin of 132<sup>nd</sup> Place NE.

Thence northeasterly along said northwest margin to its intersection with the east line of the NE ¼ of Section 28, Township 26 North, Range 5 East, W. M.

Thence northerly along said east line to the south line of Plat of Forest Grove as recorded in King County documents.

Thence westerly along said south line to the west line thereof.

Thence northerly along said west line to the street centerline of NE 132<sup>nd</sup> Street.

Thence westerly along said street centerline to the street centerline of 116<sup>th</sup> Way NE.

Thence southerly along said street centerline to the south margin of NE 132<sup>nd</sup> Street.

Thence westerly, southwesterly, and northwesterly along said south margin and the south margin of NE 131<sup>st</sup> Way to the west line of the NE ¼ of Section 30, Township 26 North, Range 5 East, W. M.

Thence southerly along said west line to the south line of the NW ¼ of said Section 30.

Thence westerly along said south line to the northerly extension of the west line of Block 6 of Plat of Waterfront Addition to Kirkland as recorded in King County documents.

Thence southerly along said west line and the west lines of Blocks 6, 15, and 26 to the intersection of the southerly extension of the west line of said Block 26 with the north line of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 30.

Thence easterly along said north line to the east line of the SW  $\frac{1}{4}$  of said Section 30.

Thence southerly along said east line to the shoreline of Lake Washington.

Thence easterly along said shoreline to the Inner Harbor Line of Juanita Bay in Lake Washington.

Thence southwesterly along said Inner Harbor Line to the intersection with the southeasterly extension of the southwest line of Lot 21 in the Plat of Juanita Point, a Residence Park as recorded in Volume 25 of Plats, page 27, records of King County, Washington.

Thence northwesterly along said southeast extension to said shoreline.

Thence westerly, northwesterly, and northerly along said shoreline of Lake Washington through Section 31, Township 26 North, Range 5 East and Sections 36, 25, 26 and 23 in Township 26 North, Range 4 East, to the POINT OF BEGINNING.

## AREA 2

BEGINNING at the northwest corner of Section 6, Township 26 North, Range 5 East.

Thence easterly along the north line thereof to the east line of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 6.

Thence southerly along said east line to the north line of Plat of Bothell Heights Addition as recorded in King County documents.

Thence easterly along said north line to the east line thereof.

Thence southerly along said east line to the south line of said Plat.

Thence westerly along said south line to the east line of the W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 6.

Thence southerly along said east line to the north line of the south 330 feet of Government Lot 3 of said Section 6.

Thence westerly along said north line to the east margin of 88<sup>th</sup> Avenue NE.

Thence southerly along said east margin to the south line of said Government Lot 3.

Thence easterly along said south line to the east line of the W ½ of the SW ¼ of the NE ¼ of the NW ¼ of said Section 6.

Thence southerly along said east line to the north line of Plat Conifer View No. 4 as recorded in King County documents.

Thence westerly along north line of said Plat and the westerly extension thereof to the west margin of 88<sup>th</sup> Avenue NE.

Thence southerly along said west margin to the south line of the north 400 feet of Government Lot 5 of said Section 6.

Thence westerly along said south line to its intersection with the west line of the NW ¼ of said Section 6.

Thence northerly along said west line to the POINT OF BEGINNING.

### AREA 3

BEGINNING at the intersection of the west line SW ¼ of Section 6, Township 26 North, Range 5 east and the west extension of the north line of Plat of Sun Lake Addition as recorded in King County documents.

Then easterly along said west extension, north line, and east extension of said Plat to the west margin of 88<sup>th</sup> Avenue NE.

Thence southerly along said west margin to its intersection with the south line of said Section 6.

Thence easterly along said south line to the NW corner of the NE ¼ of the NE ¼ of the NW ¼ of Section 7, Township 26, Range 5, W. M.

Thence southerly along the west boundary of NE ¼ of the NE ¼ of the NW ¼ of said Section 7, to its intersection with the east-west centerline of the NE ¼ of the NW ¼ of said Section 7.

Thence westerly along the said east-west centerline to its intersection with the street centerline of 88<sup>th</sup> Avenue NE.

Thence southerly along said centerline and the west margin of said 88<sup>th</sup> Avenue NE south of NE 180<sup>th</sup> Street to its intersection with the west extension of the south line of the N ½ of the NW ¼ of the NW ¼ of the SE ¼ of the NW ¼ of said Section 7.

Thence east along said south boundary to its intersection with the northeast margin of the PSP&L Pipeline easement.

Thence southeasterly along said northeast margin to its intersection with the westerly margin of 90<sup>th</sup> Avenue NE.

Thence northerly along said west margin to the southwest corner of Hadden Park Addition as recorded in King County documents.

Thence easterly along south line of said Plat and the extension thereof to the westerly line of the City limits of the City of Bothell as it existed prior to the year 1955 A.D.

Thence southerly to the north line of the portion of said NE ¼ of said Section 7 described as follows: Beginning at the southwest corner of the SW ¼ of the NE ¼ of said section, thence north 03°42'00" east 504.9 feet, thence south 89°19'48" east 885.31 feet, thence south 00°42'12" west 189.82 feet to the true point of beginning, thence south 89°19'48" east 208.79 feet, thence south 00°40'12" west 189.82 feet, thence north 89°19'48" west to a point south 00°42'12" west of the true point of beginning, thence north 00°42'12" east to the true point of beginning less the south 10 feet for street.

Thence westerly along said north line to the east line of Plat of Woodland Manor Addition as recorded in King County documents.

Thence northerly along said east line to the north line thereof.

Thence westerly along said north line to the west line thereof.

Thence southerly along the said west line to the north margin of NE 175<sup>th</sup> Street.

Thence easterly along said north margin to the north-south centerline of the SW ¼ of the NE ¼ of said Section 7.

Thence southerly along said north-south centerline to the south line of NE ¼ of said Section 7.

Thence westerly along said south line to the east line of the SW ¼ of said Section 7.

Thence southerly along said east line to the north margin of NE Bothell Way.

Thence westerly along said north margin to the east margin of 91<sup>st</sup> Avenue NE.

Thence southerly along said east margin to the south margin of NE Bothell Way.

Thence westerly along said south margin to the east line of the SE  $\frac{1}{4}$  of Section 12, Township 26, Range 4, W.M.

Thence north along the east line of said 12 and the east line of the SE  $\frac{1}{4}$  of Section 1, Township 26 North, Range 4 East, W.M. to the south line of the north 165.33 feet of the east 200 feet of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 1.

Thence west 200 feet.

Thence north 165.33 feet to the north line of said SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ .

Thence west 50 feet along said north line of said SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , to the east line of Lot 3 of King County Short Plat 885062, recorded under Recording Number 8609120357, records of King County, Washington.

Thence north along said east line to the north line of the south 247.83 feet of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 1.

Thence east along said north line to east line of said Section 1.

Thence north along said east line of Section 1 to the POINT OF BEGINNING.

#### AREA 4

BEGINNING at the northwest corner of Lot 6 of Olin Acres Division Number 1 as recorded in King County documents located in the SE  $\frac{1}{4}$  of Section 6, Township 26 North, Range 5 East, W.M.

Thence westerly along the north line to the northeast corner of said Lot 6.

Thence southerly along the east line of said Lot 6 and Lots 5 and 4 to the southeast corner of Lot 4 of said Plat.

Thence westerly along said south line to the southwest corner of said Lot 4.

Thence northerly along the west line to the POINT OF BEGINNING.

#### AREA 5

Beginning at the southeast corner of Lot 14 of Plat of Olin Acres Division 1 as recorded in King County documents located in the SE  $\frac{1}{4}$  of Section 6, Township 26 North, Range 5 East, W.M.

Thence westerly along the south line to the west line thereof.

Thence northerly along said west line to the north line of that portion of the W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 6, Township 26 North, Range 5 East, W.M. beginning at the intersection of the east margin of 92<sup>nd</sup> Avenue NE and the south margin of NE 188<sup>th</sup> Street, thence east along the south margin 628.77 feet, thence south 00°37'15 east 251.29 feet to the true point of beginning, thence continuing south 157.49 feet, thence south 89°46'43 west 156.96 feet, thence north 00°38'47 west 158.28 feet, thence north 89°56'00 west 157.04 feet to the true point of beginning.

Thence westerly along said north line to the west line thereof.

Thence southerly along said west line to the intersection of the south extension of said west line and the east extension of the south line of the south 142 feet of the W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 6, lying south of said NE 188<sup>th</sup> Street and east of said 92<sup>nd</sup> Avenue NE less the south 284.55 feet.

Thence westerly along said east extension and said south line to the east margin of 92<sup>nd</sup> Avenue NE.

Thence northerly along said east margin to the south line of the portion of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 7 beginning at a point 197.08 feet south of the intersection of the south margin of NE 188<sup>th</sup> Street and the east margin of 92<sup>nd</sup> Avenue NE, thence south 110 feet, then south 88°43'15 east 313.96 feet, thence north 00°39'45 east 110 feet, thence north 88°43'15 west 314.96 feet to the beginning.

Thence easterly along said south line to the east line thereof.

Thence northerly along said east line to the north line thereof.

Thence westerly along said north line to the east line of that portion of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 7 beginning at the intersection of the south margin of NE 188<sup>th</sup> Street and the east margin of 92<sup>nd</sup> Avenue NE, thence south 197.08 feet, thence south 88°43'15 east 175.56 feet, thence north 00°33'45 east 196.17 feet, thence north 88°22'45 west 175.50 feet to the beginning.

Thence northerly along said east line to the south margin of NE 188<sup>th</sup> Street.

Thence easterly along said south margin to the west margin of 95<sup>th</sup> Avenue NE.

Thence southerly to the POINT OF BEGINNING.

**AREA 6**

BEGINNING at the intersection of the west margin of 95<sup>th</sup> Avenue NE and the north margin of NE 188<sup>th</sup> Street located in the SE  $\frac{1}{4}$  of Section 6, Township 26, North, Range 5 East W.M.

Thence westerly along said north margin to the east line of the south 84 feet of the east 124 feet of the west 154 feet of that portion of the SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of said Section 6, W.M. lying north of the north margin of NE 188<sup>th</sup> street.

Thence northerly along said east line to the north line thereof.

Thence westerly along said north line to the east margin of 92<sup>nd</sup> Avenue NE.

Thence northerly along said east margin to the north line of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 6.

Thence easterly along said north line to the east line of that portion of the said Section 6 beginning at the northeast corner of the W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 6, thence west 157 feet to the true point of beginning, thence continuing west 157.32 feet, thence south 153.92 feet, thence east 157.32 feet, thence north 154 feet to the true point of beginning.

Thence southerly along said east line to the south line thereof.

Thence westerly along said south line to the northwest corner of Lot 11, Plat of Olin Acres Division 1, as recorded in King County documents.

Thence southerly along said west line to the south line thereof.

Thence easterly along said south line and north line of Lot 12 said Plat to the west margin of 95<sup>th</sup> Avenue NE.

Thence southerly along said west margin to the POINT OF BEGINNING.

## EXHIBIT "B"

TERMS AND CONDITIONS APPLICABLE TO UTILITIES FRANCHISES GRANTED BY  
KING COUNTY

THIS FRANCHISE is subject to the following terms and conditions:

1. DEFINITIONS

References to any County official or office also refers to any office that succeeds to any or all of the responsibilities of the named office or official. References to laws or "applicable laws" include federal, state, and local laws and regulations adopted pursuant to those laws; unless otherwise stated, references to laws include laws now in effect, as the same may be amended from time to time during the operation of this franchise. In addition, the following definitions shall apply:

Cable Services. The term "Cable Services" is used as defined in 47 United States Code 522 (5), as amended.

Cable System. The term "Cable System" is used as defined in 47 United States Code 522 (6), and King County Code 6.a.010 (J) as amended.

County Road Rights-of-Way. The term "County Road Rights-of-Way" includes any road, street, avenue, or alley located within the area described in the attached Exhibit "A", it does not include recreational or nature trails except where the trails intersect or are within roads, streets, avenues or alleys.

Director. The term "Director" refers to the chief executive of the King County Department of Transportation.

Grantee. The term "Grantee" refers to the Northshore Utility District, its successors and those assignees approved pursuant to paragraph 16 herein.

Utility. The term "utility" refers either to the Grantee or, depending on the context, to any other person, firm, or corporation, public or private, which may hold a franchise to maintain and operate similar facilities in, under, over, across, and along any of the County property described in Exhibit "A".

Council. The term "Council" refers to the King County Council, acting in its official capacity.

Other Governing Body. The term "Other Governing Body" refers to any public official or other public board or body as may have the power and jurisdiction to permit or regulate the installation and maintenance of utilities and other facilities in, under, over, across, and along any of the county property described in Exhibit "A".

## 2. ACCEPTANCE BY GRANTEES OF TERMS AND CONDITIONS

The full acceptance of this franchise and all of its terms and conditions shall be filed with the Clerk of the Council within thirty (30) days from \_\_\_\_\_, 20\_\_\_\_, by the Grantee. Full acceptance of this franchise is a condition precedent to its taking effect, and unless this franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

## 3. NON-EXCLUSIVE FRANCHISE

This franchise is not exclusive. It does not prohibit King County from granting franchises for other public or private utilities, in, under, over, across, and along any County property, including County road rights-of-way.

This franchise does not prevent or prohibit King County from constructing, altering, maintaining or using any County road rights-of-way covered by this franchise. King County retains full power to make all changes, relocations, repair, maintenance, etc. as it may deem fit.

## 4. JURISDICTION

This franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which King County has an actual interest. It is not a warranty of title or of interest in County road rights-of-way.

Whenever any of the County road rights-of-way as designated in this franchise, by reason of the subsequent incorporation of any Town or City or extension of the limits of any Town or City, shall later fall within the City or Town limits, this franchise shall continue in force and effect until such time as the incorporation and/or annexation is complete according to applicable State law, after

which time the County will no longer have any responsibility for maintenance of any County roads, rights-of-way or other County property within the area of annexation/incorporation.

None of the rights granted to the Grantee shall affect the jurisdiction of King County over County road rights-of-way or the County's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

All of the rights herein granted shall be subject to and governed by this franchise; provided, however, that nothing in this franchise may be construed in any way as limiting King County's rights to adopt ordinances which are necessary to protect the health, safety and welfare of the general public.

## 5. REGULATION OF USE AND CONTROL

This franchise does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the County road rights-of-way covered by this franchise.

This franchise authorizes the use of County rights-of-way solely for the delivery by the Grantee of water and sewer service to its customers. Additional uses of County rights-of-way by the Grantee, including for cable communication services, shall first require a separate franchise from King County, which conforms to the requirements of K.C.C. 6.27 as amended, or K.C.C. 6.27A as amended, and other applicable law.

Any use of the Grantee's equipment or facilities in County rights-of-way by others, including for telecommunication or cable communication services, is prohibited unless separately authorized and approved in writing by King County. The Grantee agrees that prior to authorizing any person to use the Grantee's equipment or facilities located in County rights-of-way, the Grantee will require the user to provide the Grantee with an affidavit that it has obtained the necessary franchise or other approval from the County to operate and provide the proposed service in County rights-of-way. At least thirty (30) days prior to executing any agreement with a potential user for the use of the Grantee's equipment or facilities, the Grantee shall fax the affidavit to the King County Office of Cable Communication at 206-296-0842.

## 6. EMINENT DOMAIN

This franchise and the limited rights and interests for the operation, maintenance, repair, and construction of Grantee's transmission and service lines and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights and interests granted under this franchise shall not exceed the actual amount the Grantee paid to King County in obtaining this franchise.

## 7. ENFORCEMENT

Failure of King County, on one or more occasions to exercise a right or to require compliance or performance under this franchise or any applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Failure of King County to enforce or exercise its rights under any provision of this franchise or applicable law does not constitute a waiver of its rights to enforce or exercise a right in any other provision of this franchise or applicable law.

## 8. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns to defend, indemnify and hold harmless King County, its appointed and elected officials,

and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this franchise. The Grantee's obligations under this section shall include:

- (a) Indemnification for such claims whether or not they arise from the sole negligence of the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.
- (b) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.
- (c) Indemnification of claims made by the Grantee's own employees or agents.
- (d) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4.24.115 applies to this franchise agreement, the Grantee agrees to defend, hold harmless and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify and hold harmless the County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

King County shall give the Grantee timely written notice of the making of any claim or of the commencement of any such action, suit, or other proceeding covered by the indemnity in this section. In the event any such claim arises, the County or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the duty to defend, settle, or compromise any claims arising hereunder and the County shall cooperate fully therein.

Notwithstanding the above, the County shall have no obligation to tender a defense as a condition of the indemnity where there is a material conflict between the interests of the Grantee and King County.

## 9. VACATION

If at any time King County vacates any County road rights-of-way covered by this franchise, King County will not be held liable for any damages or loss to the Grantee by reason of such vacation.

King County may, after giving thirty (30) days written notice to the Grantee, terminate this franchise with respect to any County road rights-of-way vacated.

#### 10. REPAIR, REMOVAL OR RELOCATION

The Grantee hereby covenants, at its own expense, to repair, remove, or relocate existing facilities including all appurtenant facilities and service lines connecting its system to users, within King County road rights-of-way if such repair, removal, or relocation is required by King County for any County road purpose. Such repair, removal, or relocation shall not be unreasonably required.

The grantee shall, at no expense to the County, adjust, remove or relocate existing facilities within County road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if the County determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the County in such road right-of-way. The County shall give the Grantee written notice of such requirement as soon as practicable, at the beginning of the pre-design stage for projects that are part of the County's capital improvement program, including such available information as is reasonably necessary for the Grantee to plan for such adjustment, removal or relocation.

For projects that are a part of the County's capital improvement program, in addition to any other notice given to the Grantee, the County shall provide a vertical and horizontal profile of the roadway and drainage facilities within it, both existing and as proposed by the County, and the proposed construction schedule; notwithstanding any permit conditions that may later be applied to the County project, this initial design information shall be given at least 180 days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The Grantee shall respond to this notice, and to any later notices of revised designs based on permit conditions, within no more than thirty (30) days by providing to the County the best available information as to the location of all of the Grantee's facilities, including all appurtenant facilities and service lines connecting its system to users and all facilities that it has abandoned, within the area proposed for the public works project.

The County shall offer the Grantee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Grantee's facilities. Such bid documents shall provide for an appropriate cost allocation between the parties. The County shall have sole authority to choose the contractor to perform such work. The Grantee and the County may negotiate an agreement for the Grantee to pay the County for its allocation of costs, but neither party shall be bound to enter into such an agreement. Under such an agreement, in addition to the Grantee's allocation of contractor costs, the Grantee shall reimburse the County for cost, such as for inspections or soils testing, related to the Grantee's work and reasonably incurred by the County in the administration of such joint construction contracts. Such costs shall be calculated as the direct salary cost of the time of County professional and technical personnel spent productively engaged in such work, plus overhead costs at the standard rate charged by the County on other similar

projects, including joint projects with other County agencies.

#### 11. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee, its successors or assigns, has the right, privilege, and authority to enter the County road rights-of-way for the purpose of operating, maintaining, repairing or construction its transmission and service lines and appurtenances on the condition that it obtains permits approved by the Director and Property Services Division and, when applicable, by the Department of Development and Environmental Services. Applications for work permits shall be presented to the Property Services Division, which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. In the event of an emergency, the Grantee may immediately commence the necessary work and shall apply the next business day for the work permit. Any work done, whether by Grantee, its contractors, or third parties will include necessary paving, patching, grading and any other reasonably necessary repair or restoration to the County road rights-of-way. All work shall be done to the satisfaction of the Director.

All equipment, lines and appurtenances which are used in the operation, maintenance, repair or construction of the Grantee's service and which are located within the County road rights-of-way shall be considered to be part of the Grantee's system and shall be the responsibility of the Grantee. All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Grantee, who will be responsible for all work done under the permit. The Grantee remains responsible whether the work is done by the Grantee, its contractors, or by third parties.

The Grantee shall post a bond to King County in the amount necessary for road restoration. The amount of the bond shall be set by the Department of Transportation, Roads Services Division and shall be filed with the Property Services Division before the issuance of any permit.

The Grantee shall, at no expense to the County, assume the following obligations with respect to the facilities connected to its system that are within County road rights-of-way and which it does not own, including appurtenant facilities and service lines connecting its system to users:

- (a) The Grantee shall apply for, upon request and on behalf of the owner of the facilities, a County right-of-way construction permit for any repairs required for such facilities; provided such owner agrees to reimburse the Grantee for all costs incurred by the Grantee and any other reasonable conditions the Grantee requires as a precondition to applying for the permit. All work to be performed in the County right-of-way shall comply with all conditions of the County permit and all applicable County requirements. The Grantee may at its option perform any part of the repair with its own forces or require the owner to employ a contractor for that purpose, provided such contractor is approved by the County;

- (b) In the event that the County determines emergency repair of such facilities is necessary to halt or prevent significant damage to County road rights-of-way or significant threats to the health, safety and welfare of parties other than the owner or the occupants of the building served by such facilities, the Grantee shall take prompt remedial action to correct the emergency to the County's approval, which the County shall not unreasonably withhold;
- (c) When the County or its contractor provides notice to the Grantee, pursuant to RCW 19.122, of its intent to excavate within County road rights-of-way, the Grantee shall provide to the County or its contractor the best information available from the Grantee's records or, where reasonable, from the use of locating equipment as to the location of such facilities, including surface markings where these would reasonably be of use in the excavation. If the Grantee fails to make good faith efforts to provide the above information within the deadlines provided by RCW 19.122, the Grantee shall hold the County harmless for all reasonable costs that result from damage to such facilities if such damage occurs as a result of the failure to provide such information. Nothing in this subsection is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or the Grantee toward any third party, nor is anything in this subsection intended to be construed to alter the rights and responsibilities of the parties under RCW 19.122, as amended.

## 12. RESTORATION OF COUNTY ROAD RIGHTS-OF-WAY

After work on, under or adjacent to County road rights-of-way, the Grantee is responsible for and will leave all County road rights-of-way in as good a condition as they were in before any work was done. In the event that the Grantee, its contractors, or third parties working under permit should fail to restore County road rights-of-way to the satisfaction of the Director, King County may make such repairs or restorations as are necessary to return the County road rights-of-way to its pre-work condition. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee will pay the bill within thirty (30) days. If suit is brought upon the Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of King County, then the Grantee shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and attorney's fees and litigation related costs incurred.

## 13. PERFORMANCE OF WORK

The Grantee covenants that in consideration for the rights and privileges granted by this franchise, all work performed by the Grantee on County road rights-of-way shall conform to all County requirements including, but not limited to, the requirements of the current edition of the County Road Standards in force when the work is performed and all traffic control shall also conform to the current edition of the Manual of Uniform Traffic Control Devices in force when the work is performed.

#### 14. BLASTING REQUIREMENTS

The right to operate, maintain, repair and construct Grantee's distribution and service lines and appurtenances granted by this franchise does not preclude King County, its agents or contractors from blasting, grading, or doing other road work to the Grantee's lines and appurtenances. Except in the case of an emergency, the Grantee will be given ten (10) business days written notice of any blasting so that the Grantee may protect its lines and appurtenances. If the Grantee notifies the County within ten (10) business days that the facilities will have to be relocated to protect them from blasting, the County will defer the blasting for up to ninety (90) days from the date of the original notice. In no event will the Grantee be given less than two (2) business days written notice of any blasting. Notification of any excavation shall be provided through the One-Call System as provided by RCW 19.122, as hereinafter amended.

#### 15. SURVEY MARKERS AND MONUMENTS

It shall be the responsibility of the Grantee performing any construction work in the County road rights-of-way to restore any survey markers or monuments disturbed by such construction in accordance with RCW 58.09.130, and as hereinafter amended.

#### 16. ASSIGNMENT

The Grantee shall not have the right to assign this franchise without the consent of the Metropolitan King County Council given by Ordinance. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the franchise, as well as surety bonds, which the Council deems necessary to be posted, are received. Council approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the franchise.

#### 17. EXPIRATION AND RENEWAL

To the extent described in Exhibit "A", all rights granted by this franchise to County road rights-of-way outside incorporated Towns and Cities apply to all existing County road rights-of-Way improved and unimproved and to all County road rights-of-way acquired by King County during the term of this franchise.

If the Grantee has initiated a renewal of this franchise before it expires, the County may, at its sole discretion, extend the term of the franchise on a month to month basis for up to one year. Should the County elect to extend the franchise, written notice shall be provided to the Grantee before the franchise expiration date.

If the Grantee has not applied for a renewal of this franchise before it expires, King County has the right to remove or relocate any lines and appurtenances of the Grantee as is reasonably necessary

for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of County roads, franchise holders, or for the construction, renewing, altering, or improving of any County road right-of-way, or for the installation of lines and/or facilities of other franchise holders. Grantee shall be liable for the costs incurred in any removal or relocation of its lines and appurtenances under this section. Costs include the expense of labor and equipment.

Upon expiration of this franchise, the Grantee shall continue to be responsible for the operation and maintenance of existing facilities in the County road rights-of-way until removed, assigned to another franchised utility or abandoned; however, the Grantee shall not have the right to provide additional services or construct new facilities. King County will issue permits required for the repair and maintenance of the existing facilities in accordance with K.C.C. 14.44.055 as amended and Section 11 of this franchise. This section and sections 8, 10-13 and 15 of this franchise shall continue in force until such time as the lines are removed from County road rights-of-way, assigned to another franchised utility, or abandoned in place with the approval of the Manager of the Department of Transportation, Road Services Division.

#### 18. RESERVATION OF RIGHTS

King County specifically reserves for itself the right to impose a utility tax on the Grantee if State of Washington grants such taxing authority and the local option is exercised by the King County Council.

King County also specifically reserves the right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of its property, pursuant to an ordinance. If King County elects to exercise such authority, the fair market compensation requirement for Grantee shall be imposed by ordinance not less than one hundred eighty (180) days after written notice ("Compensation Notice") is delivered to the Grantee, said Compensation Notice identifying with specificity the definition, terms and/or formula to be used in determining such fair market compensation. Acceptance of King County's definition terms and/or formula identified in the Compensation Notice will occur if the Grantee accepts in writing within thirty (30) days of receipt of the Compensation Notice; or, if Grantee takes no action in writing within thirty (30) days of receipt of the Compensation Notice; in which case the applicable ordinance that the King County Council passes will be determinative.

Nothing in this section shall be construed as an agreement by the Grantee of King County's right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of property. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the legality of such right.

Grantee's rejection of the definition, terms, and/or formula identified in the Compensation Notice will only occur if such rejection is in written form, identifying with specificity the grounds for such rejection, and delivered to King County within thirty (30) days after receipt of the Compensation

Notice, in which case the below identified arbitration terms will apply:

- (a) The Grantee and King County will select one arbitrator each, and the two selected arbitrators will select a third arbitrator. If the two arbitrators have not selected a third arbitrator within thirty (30) days after the selection of the last selection of the two, either the Grantee or King County may apply to the presiding judge of the King County Superior Court for the appointment of a third arbitrator. The three arbitrators will determine the method for determining the fair market compensation for the County property used by the Grantee. The arbitration procedure employed shall be consistent with the rules and procedures of the American Arbitration Association. The decision of a majority of the arbitrators will bind both the Grantee and King County. At the conclusion of the arbitration, the arbitrators will submit written reports to the Grantee and King County, which shall contain all pertinent evidence that, led to their conclusion together with an explanation of their reasoning for such conclusion.
- (b) The fees of the arbitrators selected by each party shall be paid by that party and the fees of the third arbitrator shall be paid one-half by the County and the Grantee. The County and the Grantee shall share the other costs of the proceeding equally.
- (c) In event that the question of fair market compensation is not resolved prior to the effective date specified by the ordinance authorizing said compensation; the arbitration decision will be applied retroactively to the effective date in the ordinance. The Grantee will pay the retroactive sum plus interest in the amount of twelve percent (12%) per annum.

Nothing in this franchise may be construed to limit the exercise of authority now or later possessed by the County or any other governing body having competent jurisdiction to fix just, reasonable and compensatory rates or other requirements for services under this franchise. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the authority of the County or any other governing body to fix rates or other requirements for services.

#### 19. COMPLIANCE WITH LAWS

Grantee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and King County environmental standards and ordinances.

#### 20. NON-DISCRIMINATION CLAUSE

In all hiring or employment made possible or resulting from this franchise agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual

orientation, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

#### 21. PENALTY FOR VIOLATION OF CONDITIONS

If the Grantee shall violate or fail to comply with any of the material terms, conditions, or responsibilities of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise or if the Grantee abandons its franchise, the Council may revoke this franchise. King County shall give written notice of its intent to revoke this franchise. A public hearing shall be scheduled within forty-five (45) days following the notification. The decision to revoke this franchise will become effective ninety (90) days following the public hearing if the County, by ordinance, finds:

- A. That the Grantee has not substantially cured the violation or failure to comply which was the basis of the notice; or
- B. that the violation or failure to comply which was the basis of the notice is incapable of cure; or
- C. that the Grantee has repeatedly violated or failed to comply with any of the material terms, conditions, or responsibilities of the franchise, even though the individual violations have been cured; and
- D. that the revocation of the franchise is in the public interest.

During the forty-five (45) days following the notification, the Grantee shall have the opportunity to

remedy the failure to comply.

## 22. RIGHT OF APPEAL

Decisions, requirements, or approvals of the Director are binding on the parties to this document. Appeals from the Director's determinations will be made by filing a complaint with the King County Superior Court.

## 23. SEVERANCE

This franchise gives effect to purposes and uses, which are consistent with economical and efficient services rendered in the public interest. If any provision of this franchise, or its application is determined to be invalid by a court of law, then the remaining provisions of this franchise shall continue and remain valid unless the dominant purpose of the franchise would be prevented or the public interest is no longer served.